



April 6, 2010

**VIA ELECTRONIC FILING**  
**HAND DELIVERED ORIGINAL**

Jocelyn Boyd, Interim Chief Clerk of the Commission  
Public Service Commission of South Carolina  
101 Executive Center Drive  
Columbia, South Carolina 29211

**Re: Big River Telephone Company, LLC**  
**South Carolina Telecommunications Certification**

Dear Ms. Boyd:

Enclosed for filing please find the Application of Big River Telephone Company, LLC for a Certificate of Public Convenience and Necessity to provide local, access and interexchange telecommunications services in South Carolina and for alternative and flexible regulatory treatment. We are also filing a Motion for Protective Treatment to file the confidential financial statements, Exhibit 4, under seal as a Trade Secret. Copies of the Application and Motion being hand delivered to the Commission and the Office of Regulatory Staff contain Exhibit 4 filed under seal. Please stamp the extra copy of the application and motion provided as proof of filing and return it with our courier.

If you have any questions, please have someone on your staff contact me.

Very truly yours,

ROBINSON, MCFADDEN & MOORE, P.C.

Bonnie D. Shealy

/bds

Enclosures

cc/enc: Dan F. Arnett, ORS Chief of Staff (via email & hand delivery)  
Mr. Brian Howe (via email)

In the Matter of the Application of Big River  
Telephone Company, LLC for a Certificate of  
Public Convenience and Necessity to Provide  
Resold and Facilities-Based Local Exchange,  
Access, and Interexchange Telecommunications  
Services in the State of South Carolina and for  
Flexible And Alternative Regulation

Docket No. \_\_\_\_\_

Big River Telephone Company, LLC (“Applicant” or “Big River”), by its undersigned counsel and pursuant to South Carolina Code § 58-9-280, 26 S.C. Regs. 103-823 and the rules and regulations of the Public Service Commission of South Carolina (“Commission”) hereby applies for a Certificate of Public Convenience and Necessity to authorize it to provide facilities-based and resold local exchange, access and interexchange telecommunications service throughout the State of South Carolina. Applicant requests that its interexchange services be subject to alternative regulation, pursuant to South Carolina Code § 58-9-585 (Supp. 2009), as was first granted by the Commission in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C as modified by Order No. 2001-997 in Docket No. 200-407-C. Applicant also requests flexible regulation for its local exchange telecommunications services as the Commission granted in Order No. 98-165 in Docket No. 97-467-C.

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seeks to promote competition and reduce regulation in order to secure lower prices and higher quality telecommunications services for American consumers. Both goals will be promoted by granting this Application.

The Applicant submits the following information in support of its request.

**Description of the Applicant**

1. Applicant is a limited liability company organized under the laws of the State of Delaware on May 2, 2001. Applicant has its principal office located at 24 S. Minnesota Ave, Cape Girardeau, MO 63703. Applicant will not use an assumed or fictitious name in South Carolina.

2. Applicant may be reached at its principal place of business:

24 S. Minnesota Ave  
Cape Girardeau, MO 63703  
(573) 651-3373 (Telephone)  
(573) 651-3605 (Fax)

3. Correspondence or communications pertaining to this Application should be directed to:

Bonnie D. Shealy, Esquire  
Robinson, McFadden & Moore, P.C.  
1901 Main Street, Suite 1200  
P.O. Box 944  
Columbia, South Carolina, 29202  
Tel: 803-779-8900  
Fax: 803-252-0724  
Email: bshealy@robinsonlaw.com

4. Questions concerning the ongoing operations of Applicant following certification should be directed to:

Andrew Schwantner  
Big River Telephone Company  
12444 Powerscourt, Suite 270  
St. Louis, MO 63131  
Tel: (314) 225-2203  
Fax: (314) 225-2235  
Email: [as@bigrivertelephone.com](mailto:as@bigrivertelephone.com)

Applicant's registered agent in the State of South Carolina is:

CT Corporation System  
2 Office Park Court, Suite 103  
Columbia, SC 29223

For purposes of consumer inquiries, the contact information will be:

Big River Telephone Company Customer Service  
24 S. Minnesota Ave  
Cape Girardeau, MO 63703  
(800) 455-1608 (Telephone)  
(573) 651-3605 (Fax)  
Email: [nwinkler@bigrivertelephone.com](mailto:nwinkler@bigrivertelephone.com)

Retail customer service will be available 8:00 AM to 5:00 PM, Monday through Friday. For trouble reports outside of the aforementioned business hours, calls that go to (800) 455-1608 are answered and reported to on-call personnel.

Officer Responsible for Customer Service is:

Kevin Cantwell  
12444 Powerscourt, Suite 270  
St. Louis, Missouri 63131  
(314) 225-2201 (Telephone)  
(314) 225-2231 (Fax)  
Email: [kcantwell@bigrivertelephone.com](mailto:kcantwell@bigrivertelephone.com)

5. As a limited liability company, Applicant does not have directors. All officers can be reached through Applicant's principal place of business provided above.

## **Qualifications**

6. As stated above, Applicant is a Delaware limited liability company which was formed on May 2, 2001. A copy of its Certificate of Formation is attached hereto as Exhibit 1. Applicant's authority to transact business as a foreign corporation in South Carolina is attached hereto as Exhibit 2.

7. Applicant is well qualified to provide telecommunications services in South Carolina. Applicant is authorized to provide local exchange and interexchange telecommunications services in twenty one states. Applicant's existing management team and its technical and operations staffs are responsible for providing local exchange and interexchange operations in other states. Big River is a competitive provider of local and long distance phone services and Internet access services throughout territories served by AT&T, Verizon, Windstream, Qwest and a variety of other smaller independent telephone companies. The Applicant has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been revoked by any authority.

As illustrated in Exhibit 3 attached hereto, the members of Applicant's senior management team have extensive experience in the telecommunications industry. These executives have both highly effective management skills and considerable telecommunications expertise. The biographies of these key executives are submitted as evidence that Manager possesses the managerial qualifications required for the provision of local and long distance services on behalf of Applicant.

8. The following individuals are the officers of Big River Telephone Company:

<b><u>Name</u></b>	<b><u>Title</u></b>
Gerard J. Howe	CEO
Kevin B. Cantwell	President
John F. Jennings	CFO
Kevin Keaveny	Vice President – Operations

9. Financial information demonstrating Applicant's financial qualifications is filed under seal as Exhibit 4. As shown in the attached information, Applicant is financially qualified to operate within the State of South Carolina. Big River is a privately held company. Big River does not issue annual reports or submit any financial filings with the Securities and Exchange Commission. Applicant respectfully requests that the financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission's and ORS' review. Applicant is simultaneously filing a motion for protective treatment of Exhibit 4 of this Application.

#### **Description of Services**

10. Applicant seeks authority to provide facilities-based and resold local exchange, access and interexchange telecommunications services to and from all points in the State of South Carolina.<sup>1</sup> Therefore, Applicant seeks statewide authority. Applicant will offer basic local exchange services, custom calling features, and interexchange toll services, including toll free services, to business and residential customers. Applicant will also offer access services to businesses and enterprise customers. While Applicant will not initially offer prepaid local exchange and interexchange services, Applicant may offer such services in the future. Applicant may also provide access services to payphone service providers. Facilities-based local exchange service will be provided via (a) commercial wholesale agreements with incumbents, (b) the company's own facilities, (c) in conjunction with a cable TV operator, or (d) a combination thereof. Initially, toll services will be provided via Applicant's underlying long distance carrier. Applicant, however, seeks the full range of resold and facilities-based local exchange, access and interexchange authority so that it can have flexibility in provisioning its services in the future.

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<sup>1</sup> Applicant will seek to enter into a stipulation with the South Carolina Telephone Coalition with respect to providing service in rural areas. Applicant is not asking the Commission to make a

Applicant will continuously monitor and maintain a high level of control over its network on a 24-hours-a-day, 7-days-a-week basis.

### **Public Interest Considerations**

11. Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services.

### **Regulatory Compliance and Waivers**

12. As required by South Carolina Code 58-9-280, attached hereto are copies of Applicant's proposed initial tariffs containing rates, terms, and conditions for the services proposed herein. Attached as Exhibit 5 is Applicant's proposed local exchange service tariff. Attached as Exhibit 6 is Applicant's proposed interexchange service tariff. Attached as Exhibit 7 is Applicant's proposed access service tariff.

13. Initially, Applicant will market its services in conjunction with cable TV operators with whom it contracts for network services and whom will serve as a sales agent for Big River. In the future, Applicant may also sell directly to the consumer. Applicant does not currently have promotional materials to be used in South Carolina; however, if required by the Commission, Applicant will provide the Commission copies of such materials when they become available.

14. As stated above, Applicant's toll-free number for customer service is (800) 455-1608. Applicant's customer service representatives will monitor calls to this number twenty-four hours a day, seven days a week. The toll-free customer service number will be printed on each customer provided bill.

15. The company representative identified below has overall responsibility for customer service and quality of service, including repairs, maintenance, complaints, billing questions, and customer refunds:

Nicole Winkler  
24 S. Minnesota Ave  
Cape Girardeau, MO 63703  
(573) 388-3730 (Telephone)  
(573) 651-3605 (Fax)  
Email: [nwinkler@bigrivertelephone.com](mailto:nwinkler@bigrivertelephone.com)

16. Pursuant to the requirements of 26 S.C. Reg. 103-631 Big River will have its customers information listed in a telephone directory and list its customers with at least one provider of directory assistance. Applicant plans to enter into an agreement with the directory publisher of BellSouth Telecommunications, Inc., doing business as AT&T ("AT&T") to include the names of its customers in AT&T's directories, or with any other incumbent telephone company in whose area Big River may provide service.

17. Applicant requests, pursuant to 26 S.C. Regs. 103-610, that it be allowed to keep all records required under the rules at its principal offices in the State of Missouri. In the absence of such a waiver, Applicant would have to assume additional expenses to maintain records and reports in an office in South Carolina. Applicant will maintain the required records at its headquarters and will make them available to the Commission and ORS upon request.



18. Applicant requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts (“USOA”). The USOA was developed by the Federal Communications Commission as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Applicant will not be subject to rate base regulation and therefore requests Commission approval of Applicant maintaining its books in accordance with Generally Accepted Accounting Principals (“GAAP”).

19. Applicant requests a waiver of 26 S.C. Regs. 103-612.2.3, the requirement to file operating maps with the Commission. Applicant intends to offer its services statewide. The waivers requested above have been granted under similar situations, and Applicant requests that the Commission provide it similar treatment.

20. Applicant also requests waivers of any reporting requirements which, although applicable to incumbent local exchange carriers, are not applicable to competitive carriers such as Applicant because such requirements are not consistent with the demands of the competitive market and constitute an undue burden on a competitive carrier.

21. Applicant requests flexible regulation for its telecommunications services as the Commission granted in Order No 98-165 in Docket No. 97-467-C. Specifically, Applicant requests that the Commission: a) adopt for local exchange services a competitive rate structure incorporating maximum rate levels with the flexibility for rate adjustment below the maximum rate levels; and b) presume that Applicant’s tariff filings for local exchange services be valid upon filing, subject to the Commission’s authority, within thirty (30) days, to institute an investigation of such filings. At the discretion of the Commission such filings may be suspended

pending further order of the Commission and any such filings may be subject to the same monitoring process as the Commission applies to other, similarly situated carriers.

22. Applicant requests that its interexchange business services, consumer card services, operator services<sup>2</sup>, and private line service offerings be regulated pursuant to the procedures described and set forth in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Order No. 2001-997 in Docket No. 2000-407-C. Specifically, Applicant requests that the Commission: a) remove the maximum rate tariff requirements for these services; b) presume that Applicant's tariff filings for these services be valid upon filing unless the Commission institutes an investigation of a particular filing within seven (7) days, in which case the tariff filing will be suspended until further order of the Commission; and c) grant Applicant the same treatment as AT&T-Southern States in connection with any future relaxation of the Commission's reporting requirements.

23. In addition to the above requested waivers and requests, Applicant reserves the right to seek any regulatory waivers that may be required for it to compete effectively in the South Carolina telecommunications market.

For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide all types of facilities-based and resold local exchange, access and interexchange telecommunications services. Also, Applicant respectfully requests that the Commission grant the waivers requested in this Application, including flexible and alternative regulation in accordance

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<sup>2</sup> Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Operator surcharges and per-minute rates for this type of call were capped by Order No. 2001-997 dated November 8, 2001.

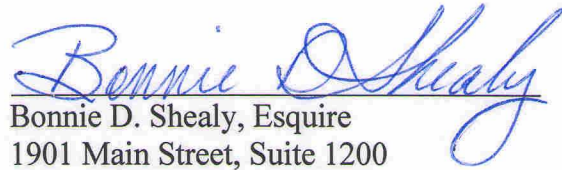
with South Carolina Code Ann. Section 58-9-585 (Supp. 2009) in the same manner as granted by the South Carolina Public Service Commission in Order Nos. 95-1734, 96-55, 98-165, and 2001-997.

Dated this 6<sup>th</sup> day of April, 2010.

Respectfully submitted,

Robinson, McFadden & Moore, P.C.

By:



Bonnie D. Shealy, Esquire  
1901 Main Street, Suite 1200  
P.O. Box 944  
Columbia, SC, 29202  
Telephone 803-779-8900  
Fax 803-252-0724  
bshealy@robinsonlaw.com

Attorneys for Big River Telephone  
Company, LLC

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

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In the Matter of the Application of Big River	)
Telephone Company, LLC for a Certificate of	)
Public Convenience and Necessity to Provide	)
Resold and Facilities-Based Local Exchange,	)
Access, and Interexchange Telecommunications	)
Services in the State of South Carolina and for	)
Flexible And Alternative Regulation	)

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**LIST OF EXHIBITS**

Exhibit 1	Certificate of Formation
Exhibit 2	Authority to Transact Business as a Foreign Entity
Exhibit 3	Management Biographies
Exhibit 4	Financial Statements - <b>CONFIDENTIAL &amp; PROPRIETARY - FILED UNDER SEAL</b>
Exhibit 5	Local Exchange Tariff
Exhibit 6	Interexchange Tariff
Exhibit 7	Access Tariff

**BEFORE THE  
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_____	)
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Flexible And Alternative Regulation	)
_____	)

**EXHIBIT 1**

Certificate of Formation

CERTIFICATE OF FORMATION  
OF  
BIG RIVER TELEPHONE COMPANY, LLC

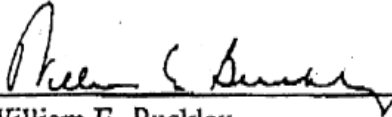
This Certificate of Formation of BIG RIVER TELEPHONE COMPANY, LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

1. The name of the limited liability company is:

BIG RIVER TELEPHONE COMPANY, LLC

2. The address of the registered office of the Company in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 2<sup>nd</sup> day of May, 2001.

  
\_\_\_\_\_  
William E. Buckley

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
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**EXHIBIT 2**

Authority to Transact Business as a Foreign Entity

# *The State of South Carolina*




*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

BIG RIVER TELEPHONE COMPANY, LLC, A Limited Liability Company duly organized under the laws of the State of DELAWARE, and issued a certificate of authority to transact business in South Carolina on February 10th, 2010, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
11th day of February, 2010.

  
Mark Hammond, Secretary of State



**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

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**EXHIBIT 3**

Management Biographies

## **MANAGEMENT BIOGRAPHIES**

As stated in the Application, Big River's South Carolina operations will be directed by Applicant's existing management team and technical and operations staffs that are responsible for its local exchange and interexchange operations in other states. The following individuals comprise Big River's executive management team.

### **Gerard J. Howe**

Mr. Howe is the Chief Executive Officer of Big River. Mr. Howe has over 32 years experience in the telecommunications industry, including 18 years at AT&T, formerly Southwestern Bell. Immediately prior to establishing Big River, Mr. Howe founded Gabriel Communications, where he was the President and Chief Operating Officer. Gabriel, later renamed to Nuvox Communications, was a full service communications company providing local, long distance and Internet services in 28 markets across the midwest and southeast U.S. Nuvox was recently acquired by Windstream Communications.

Prior to founding Gabriel Communications, Mr. Howe spent 2 years with Brooks Fiber Properties ("BFP") as Senior Vice President – Finance. Brooks Fiber, which competed directly with the regional Bell operating companies, constructed and operated digital fiber optic networks providing reliable high-capacity voice, video, data, and other enhanced telecommunications services to business, government, and carrier customers. Mr. Howe was instrumental in establishing the financial operations of Brooks, which raised over \$1.5 billion in investment capital to successfully launch the company.

During his tenure with AT&T, Mr. Howe held a variety of executive positions in the areas of Finance, Regulatory Affairs, Information Technology, and Customer Service. From 1993 through 1995, Mr. Howe served as the Chief Financial Officer of SBC Cablecomms, U.K., a competitive cable/telephone service provider in the U.K. that provided its services over a state-of-the-art hybrid fiber/coax network. Mr. Howe negotiated the sale of SBC CableComms, U.K., for over \$1 billion in 1995. Prior to his assignment in the U.K., Mr. Howe was the Chief Financial Officer of Southwestern Bell Yellow Pages.

Mr. Howe has a B.S. in Mathematics from Southern Illinois University and an MBA from St. Louis University.

### **Kevin Cantwell**

Mr. Cantwell is the President of Big River. Mr. Cantwell has over 25 years experience in the information/communications industry, including 11 years at AT&T. Immediately prior to joining Big River, Mr. Cantwell was the Vice-President of Emerging Markets at WorldWide Technology. At WorldWide, Mr. Cantwell developed a business unit focused on the new carriers in the telecommunication industry. His experience and industry knowledge helped formulate a thriving organization that increased its revenues from \$610M in 2000 to almost \$1B dollars in 2001.

Immediately prior to his stint at WorldWide, Mr. Cantwell spent 2 years with Abiliti Solutions as Vice President – Sales. Abiliti Solutions is a leading provider of Telecommunications Billing

software for the competitive local telecommunications and long distance providers in the United States. Mr. Cantwell was recruited to Abiliti from Convergys. At Convergys he was the Vice President of Sales and had extensive international experience forging business relationships with PTT's across the globe. His organization was focused on providing Operation Support Services software to Internet service providers.

During his years with AT&T Communications, Mr. Cantwell held a variety of executive positions in the areas of Sales and Marketing. He managed resources throughout the country focused on selling long distance and Internet services to corporate accounts.

Mr. Cantwell has a B.S. in Business and in Education from Central Methodist College and an MBA from Lindenwood University.

### **Kevin Keaveny**

Mr. Keaveny is Vice President - Engineering and Operations at Big River Telephone. Prior to joining Big River, he was Corporate Director of Network Engineering and a co-founder of Gabriel Communications, Inc (later Nuvox Communications).

Mr. Keaveny has more than 30 years experience in the telecommunications industry. During his time at Gabriel Communications he held various positions overseeing the Network Management Control Center, field operations and network engineering. At Gabriel, Mr. Keaveny oversaw the company's network capital budget, equipment selection and procurement process and related professional services, as well as vendor relations and contract administration. He led the engineering and installation of 130 co-location sites in Gabriel Communications 13 city network.

Prior to joining Gabriel, Mr. Keaveny served as Director of Network Management for Brooks Fiber Properties where he managed the company's two Network Management Centers. Mr. Keaveny oversaw the monitoring and technical support for more than 600 metro SONET rings, over 3,000 SONET transport elements, Class 5 Switch Network and all network telemetry systems. The Network Control Centers were operationally certified by AT&T after passing rigorous network integrity and process compliance testing by company quality auditors.

Mr. Keaveny served in a number of management positions at GTE in the areas of technical support and engineering. From 1984 through 1988, he held various engineering positions with Nortel, and prior to that, at Bell Canada in the Computer Communications Group.

Mr. Keaveny is an Electronics Engineering graduate from DeVry University in Toronto, Canada, as well as attending advanced computer and systems management courses at Maryville University in St. Louis.

**John F. Jennings**

Mr. Jennings is Vice President and Chief Financial Officer of Big River Telephone. Prior to joining Big River Telephone, Mr. Jennings spent 20 years in various Accounting and Finance positions, 10 of which were in the local exchange telecommunications industry. Immediately prior to joining Big River Telephone, Mr. Jennings was the Senior Manager of Operational Accounting at Gabriel Communications. At Gabriel, he oversaw Billing, Revenue and Cost Assurance, Collections, and various general accounting and reporting functions. Prior to joining Gabriel Communications, Mr. Jennings was Assistant Controller at Brooks Fiber Properties.

Mr. Jennings has a B.S. in Business - Accounting from the University of Missouri and is a Certified Public Accountant.

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Flexible And Alternative Regulation	)

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**EXHIBIT 4**

Financial Statements

**CONFIDENTIAL & PROPRIETARY**

**FILED UNDER SEAL**

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**EXHIBIT 5**

Local Exchange Tariff

**TITLE PAGE**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES  
OF  
BIG RIVER TELEPHONE COMPANY, LLC**

This tariff applies to the resold and facilities-based local exchange telecommunications services furnished by Big River Telephone Company, LLC (“Big River” or “Company”) between one or more points in the State of South Carolina. This tariff applies to residential and business customers. This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours, at the offices of the Company’s sales agent. This tariff complies with Public Service Commission of South Carolina rules and South Carolina statutes applicable to the Company.

**BIG RIVER TELEPHONE COMPANY, LLC  
24 S. Minnesota Ave.  
Cape Girardeau, Missouri, 63703**

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Issued:

Issued By:  
Kevin B. Cantwell, President  
Big River Telephone Company, LLC

Effective:

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Issued:

Effective:

Issued By:  
Kevin B. Cantwell, President  
Big River Telephone Company, LLC



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**SECTION 5 – PROMOTIONS**

30

**5.1 General**

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Issued:

Issued By:  
Kevin B. Cantwell, President  
Big River Telephone Company, LLC

Effective:

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**TARIFF FORMAT SHEET**

1. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. **Page Revisions Numbers.** Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of South Carolina. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Public Service Commission of South Carolina is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
3. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 1.
  - 1.1.
  - 1.1.1.
  - 1.1.1.A.
  - 1.1.1.A.1.
  - 1.1.1.A.1.(a)
  - 1.1.1.A.1.(a)(I)
  - 1.1.1.A.1.(a)(I)(i)
  - 1.1.1.A.1.(a)(I)(i)(1)
4. **Check List of Effective Pages.** When a tariff filing is made with the Public Service Commission of South Carolina, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Public Service Commission of South Carolina.
5. **Symbols Used in This Tariff.**

(AT)	To signify addition to text.
(C)	To signify a correction.
(CP)	To signify a change in practice.
(CR)	To signify a change in rate.
(CT)	To signify a change in text.
(DR)	To signify a discontinued rate.
(FC)	To signify a change in format lettering or numbering.
(MT)	To signify moved text.
(NR)	To signify new rate.
(RT)	To signify removal of text.

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## SECTION 1 - DEFINITIONS

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Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Alternative Local Exchange Carrier ("ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Application for Service - The Big River order process that includes technical, billing and other descriptive information provided by the Customer that allows Big River to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Big River, the Application for Service becomes a binding contract between the Customer and Big River for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access Big River's network and enables Big River to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

BTN: Billed Telephone Number, may consist of one or more WTNs.

Business Hours - The phrase "business hours" means the time after 8:15 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of a call (*i.e.*, the calling number).

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## SECTION 1 - DEFINITIONS

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means Big River Telephone Company, LLC.

Central Office - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Commission – Public Service Commission of South Carolina.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Company - The term "Company" means Big River Telephone Company, LLC.

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See "End User".

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using Big River's service located at the originating location.

Day - The term "day" means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

End User - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company's price list regulations. See "Customer".

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Big River Services.

FCC - Federal Communications Commission.

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## SECTION 1 - DEFINITIONS

Holiday - The term “holiday” means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Incumbent Local Exchange Carrier (“ILEC”) or Local Exchange Carrier (“LEC”) - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC’s regulations.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (*i.e.*, busy, no answer, etc.).

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area (“LATA”) - The phrase “Local Access Transport Area” means a geographical area established by the U.S. District Court for the District of Columbia in *United States v. Western Electric Co., Inc.*, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company (“LEC”) - A company that furnishes local exchange telephone services.

Local Exchange Service - is an arrangement which connects the End User’s location to the LEC’s network switching center, thereby allowing End User to transmit and receive local calls within the End User’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC’s State Tariffs.

Location - A physical premise to or from which Big River provides Service.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words “night/weekend” mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase “non-business hours” means the time period after 5:00 P.M. and before 8:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called numbering plan area.

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## SECTION 1 - DEFINITIONS

Other Common Carrier - The term “other common carrier” denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

Regular Billing - A standard bill sent in the normal monthly Big River billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase “residential service” means telecommunication services used primarily as nonbusiness service by a residential customer.

Residential Customer – A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

Services - Big River’s regulated common carrier communications services provided under this Tariff.

Subscriber - The term “Customer” is synonymous with the term “subscriber”.

Switch - The term “switch” denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Customer’s account made on or before the due date.

Underlying Carrier - A provider of interstate and/or intrastate interexchange telecommunications services from whom Big River acquires services that it resells to Customers.

WTN – Working Telephone Number.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Big River**

- 2.1.1 Big River undertakes to provide local exchange telecommunications services within the State of South Carolina on the terms and conditions and at the rates and charges specified herein.
- 2.1.2 Big River installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Big River network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 Big River's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Use of Service**

- 2.2.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the LPSC.
- 2.2.2 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

**2.3 Limitations**

- 2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Big River to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Big River will make all reasonable efforts to secure the necessary facilities.
- 2.3.2 Big River reserve the right to limit or to allocate the use of existing facilities or to additional facilities offered by Big River, when necessary because of lack of facilities, relevant resources, or due to causes beyond Big River's control. In addition, Big River reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.
- 2.3.3 Big River does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

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- 2.3.4 Big River reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5 Big River may block calls that are made to certain numbers, cities or central office exchanges, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service
- 2.3.6 Big River will use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. Big River may substitute, change, or rearrange any equipment or facility at any time and from time to time. Big River shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Big River will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When Big River is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

## **2.4 Liabilities of Big River**

- 2.4.1 Big River's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the Subscriber, commences upon activation of service. In no event does Big River's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.
- 2.4.2 When the facilities of other carriers are used in establishing connections to points not reached by Big River's facilities, Big River is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Big River from any third-party claims for such damages referred to in Section 2.4.1.

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- 2.4.3 In no event will Big River be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Big River will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4 Big River does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Big River harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5 Big River is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Big River on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Big River negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Big River without written authorization. The Customer will indemnify and save harmless Big River from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6 Big River and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.

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- 2.4.7 Big River is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Big River network.
- 2.4.8 Where there is a connection via Customer-provided terminal equipment or Customer-provide communications systems, the point of demarcation shall be defined as the Big River facility that provides interconnection. Big River shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9 Big River will not be responsible if any changes in its service cause hardware or software not provided by Big River to become obsolete require modification or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10 The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying upon such LEC to meet such estimated due date which is beyond the Company's control.
- 2.4.11 With respect to the services, materials and equipment provided hereunder, Big River makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

## **2.5 Responsibilities of the Customer**

- 2.5.1 The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.
- 2.5.2 The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Big River, except upon the written consent of Big River. The equipment Big River provides or installs at the Customer premises for use in connection with the service Big River offers shall not be used for any purpose other than for which it was provided.

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- 2.5.3 The Customer shall ensure that the equipment and/or system is properly interfaced with Big River's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Big River will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.4 The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Big River's service. The Customer shall be responsible for payment of all applicable charges for services provided by Big River and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.
- 2.5.5 Big River shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Big River's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Big River's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Big River's service. The Customer shall be liable for:
- 2.5.5.A Loss due to theft, fire, flood, or other destruction of Big River's equipment or facilities on Customer's premises.
- 2.5.5.B Reimbursing Big River for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Big River specifically authorizes said visit or repairs in advance of the occurrence and Big River agrees in advance to accept the liability for said repairs or visit.
- 2.5.5.D Payment for all Big River service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6 The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Big River's services.
- 2.5.7 The Customer shall not use the Big River name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Big River. The Customer shall not use the Big River name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Big River's name or trademark on any of the Customer's products or services.

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**2.6     Application for Service**

- 2.6.1     Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Big River. Big River may assign any service orders to its parent company or any affiliate or successor. Big River will notify Customers of any such assignment.
- 2.6.2     Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for Big River to instruct other carriers and vendors to provide certain services on the Customer's behalf. Big River will obtain the proper authorization from the Customer where necessary, pursuant to Public Service Commission of South Carolina regulations.
- 2.6.3     An Application for Service may be changed by Customer upon written notice to Big River, subject to acceptance and confirmation by Big River, provided that a charge shall apply to any change when the request is received by Big River after notification by Big River of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Big River in accommodating each change, less net salvage. The costs incurred by Big River will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.4     Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Big River shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Big River will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

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**2.7     Establishing Credit, Deposits and Advance Payments****2.7.1   Credit Requirement**

2.7.1.A Big River may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the end-user from complying with Big River's policy regarding the prompt payment of bills.

2.7.1.B For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

**2.7.2   Reestablishment of Credit**

Any applicant who previously has been an end-user of Big River and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due Big River or execute a deferred payment agreement.

**2.7.3   Deposits**

Big River does not require deposits at this time.

**2.8     Payment of Charges**

2.8.1   The Customer is responsible for the payment of all charges for facilities and services furnished by Big River to the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.8.2   For billing of monthly charges, service is considered to be established upon the day in which Big River notifies the Customer of installation and testing of the Customer's services.

2.8.3   Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer for a billing cycle will be the rates in effect on the first day of the Customer's billing cycle.

2.8.4   Monthly charges for all flat rate service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

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- 2.8.5 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Big River or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by Big River or its agent by the due date on the bill. Amounts not paid within twenty-one (21) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Big River are not open to the general public, the final payment date shall be extended through the next business day. If Big River becomes concerned at any time about the ability of a Customer to pay its bills, Big River may require that the Customer pay its bills and make such payments in cash or the equivalent of cash, as opposed to the use of checks or credit card.
- 2.8.6 If any portion of the payment is not received by Big River, or if any portion of the payment is received by Big River in funds that are not immediately available, within thirty (30) days after the date of rendition, then a late payment penalty may be assessed on amounts not previously assessed a late charge. The penalty for late payments shall be a 1.5% charge on the amount of the bill past due.

## **2.9 Interruption of Service**

- 2.9.1 Any disputed charge may be brought to Big River's attention by verbal or written notification. In the case of a billing dispute between the Customer and Big River that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a Big River manager. During the period that the disputed amount is under investigation, Big River shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Big River may discontinue service. In the event the dispute is not resolved, Big River shall inform the customer that the customer has the option to pursue the matter with the LPSC.
- 2.9.2 The Customer is responsible to pay Big River for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.9.3 Big River may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.

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- 2.9.4 If service is suspended/disconnected by Big River in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges.
- 2.9.5 When circumstances prevent customers from paying their invoices in full, Big River may make special accommodations to assist customers by setting up a regular payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.
- 2.9.6 Credit allowance for the interruption of service that is not due to Big River's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Big River immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Big River's facilities.

An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and
  2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.
- 2.9.7 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.9.8 The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

where "A" - outage time in hours

"B" - total monthly charge for affected facility

- 2.9.9 If notice of a dispute as to charges is not received by the Company within 90 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

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**2.10 Restoration of Service**

The use and restoration of service shall be in accordance with the rules of the LPSC.

**2.11 Disconnection of Service by Customer**

2.11.1 By giving notice, Customer may disconnect service at any time following its minimum service requirement(s). The recurring monthly service charge, plus associated taxes, shall be pro-rated for the actual number of days in which service has been provided, with the non-used portion being refunded to the Customer.

**2.12 Cancellation for Cause**

2.12.1 The Company may discontinue service or cancel an application for service, pursuant to applicable Public Service Commission of South Carolina rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of a delinquent bill for non-disputed regulated telecommunications services within the period;
- B. Failure to make a required security deposit;
- C. Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the Company filed with and approved by the LPSC.
- D. Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
- E. Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the LPSC.
- F. Use of telephone service in such manner as to interfere with reasonable service to other end users.

2.12.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.12.3 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

2.12.4 Service shall not be disconnected unless written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.

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**2.13 Notice and Communication**

2.13.1 The Customer shall designate on the Application for Service an address to which Big River shall mail or deliver all notices and other communications, except that Big River may also designate a separate address to which Big River's bills for service shall be mailed.

2.13.2 Big River shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Big River may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.14 Taxes, Surcharges and Utility Fees**

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees, universal service contributions) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Big River by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

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**2.15 Customer Billing Inquiries**

Any customer who has a question regarding his/her telephone bill may contact Big River toll free at (800) 455-1608.

**Filing a complaint with the Public Service Commission of South Carolina:**

- ▶ If Big River cannot resolve your complaint, you may call the Public Service Commission of South Carolina, located at 101 Executive Center Dr., Suite 100, Columbia, SC 29210, or call (800) 922-1531 between the hours of 8:30 AM to 5:00 PM to file an informal complaint.
- ▶ You may file an informal complaint in writing with the Public Service Commission of South Carolina on the Commission's website at <http://www.psc.sc.gov/forms/Online%20Complaint%20Form.pdf>

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## SECTION 3 – DESCRIPTION OF SERVICES

### 3.1 General

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein,
- access a full set of advanced call features,
- access basic 911 Emergency Service,
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Service,
- access Directory Assistance for the local calling area,
- place or receive calls to 800 telephone numbers,
- access Telephone Relay Service.

3.1.1 Service Area: Where facilities are available, service areas are defined by NPA/NXX designations. The Company provides service in all exchanges served by Verizon, Inc.

Local Calling Areas: Customers will be able to place local calls to all telephone subscribers within the same NPA/NXX as well as subscribers in the local calling area for the rate center containing such NPA/NXX as defined in the ILEC's Local Exchange Tariff, including any extended local areas covered under mandatory local calling plans outlined in the respective ILEC tariff. The Company's exchange areas will match those filed by the ILEC.

Residential and Business Services: Customers may subscribe to services based on the type of customer they are. Residential services and features are for the use of Residential Customers and Business services and features are for the use of Business Customers. Due to the varying usage and cost characteristics of each type of service, customers are restricted to subscribing to services specifically for their customer class.

### 3.2 Local Basic Residential Exchange Line Services

Basic Residential Line provides the Residential Customer with a single, voice-grade communications channel. Each Basic Residence Line will include a telephone number.

3.2.1 Optional Features. A Local Basic Residence Exchange Line Customer may order optional features including, but not limited to the following:

Automatic Call Back  
Call Forwarding Busy Line  
Call Forwarding No Answer  
Call Forwarding Variable  
Call Waiting  
Caller ID

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Preferred Call Forwarding  
Remote Activation Call Forwarding  
Remote Call Forwarding  
3-Way Calling  
Speed Calling

### 3.2.2 Optional Feature Descriptions

(a) Automatic Call Back: Allows the user to automatically re-originate a call to the last dialed number regardless of whether the call was answered, unanswered or busy.

(b) Call Forwarding Busy Line: Automatically routes incoming calls to a designated answering point when the called line is busy.

(c) Call Forwarding No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

(d) Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

(e) Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

(f) Caller ID with Number: Identifies the 10-digit number of the calling party.

(g) Preferred Call Forwarding: Forwards calls from a list of up to six telephone numbers designated by the users.

(h) Remote Activation Call Forwarding: Remote access to call forwarding allows the customer remotely activate or deactivate Call Forwarding from any touch-tone phone.

(i) Remote Call Forwarding: Calls can be remotely forwarded to a to a back- up position or voice mail box.

(j) 3-Way Calling: The User can sequentially call up to two other people and add them together to make up a three-way call.

(k) Speed Call: Provides a User with the option to call up to 8 or 30 selected directory numbers by dialing a one or two-digit code.

### 3.2.3 Local Basic Residential Exchange Line Rates and Charges: A Basic Residence Line Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges.

## 3.3 Local Residential Packages

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Local Residential Packages provides Residential Customers with the ability to buy packages of services that are specifically designed to provide valuable features along with a basic local exchange line.

3.3.1 Residential Local Advantage: Big River's Residential Local Advantage package provides for the following local exchange services along with 60 minutes of Interexchange service as specified in Big River's South Carolina Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

3.3.2 Residential Regional Advantage: Big River's Residential Regional Advantage package provides for the following local exchange services along with unlimited interexchange regional service as specified in Big River's South Carolina Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

3.3.3 Residential National Advantage: Big River's Residential National Advantage package provides for the following local exchange services along with unlimited interexchange service to all points within the continental U.S. as specified in Big River's South Carolina Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

#### **3.4 Local Basic Business Exchange Line Services**

The Basic Business Line provides the Customer with a single, voice-grade communications channel. Each Basic Business Line will include a telephone number.

3.4.1 Optional Features. A Local Basic Business Exchange Line Customer may order optional features including, but not limited to the residential features listed in Section 3.2.1. Additionally, a Local Basic Business Exchange Line may order Hunting

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as an additional feature. The Hunting feature will route a call to an idle station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

- 3.4.2 Local Basic Business Exchange Line Rates and Charges: A Basic Business Line Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges.

### **3.5 Local Business Packages**

Local Business Packages provides residential customers with the ability to buy packages of services that are specifically designed to provide valuable features along with a basic local exchange line.

- 3.5.1 Business Local Advantage: Big River's Business Local Advantage package provides for the following local exchange services along with 60 minutes of Interexchange service as specified in Big River's South Carolina Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

- 3.5.2 Business Regional Advantage: Big River's Business Regional Advantage package provides for the following local exchange services along with unlimited interexchange regional service as specified in Big River's South Carolina Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

- 3.5.3 Business National Advantage: Big River's Business National Advantage package provides for the following local exchange services along with unlimited interexchange service to all points within the continental U.S. as specified in Big River's South Carolina Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

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**3.6 Directory Assistance**

Big River furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.6.1 General: Customers may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to the Directory Assistance service

3.6.2 Credits: A credit will be given for calls to Directory Assistance as follows:

The Customer experiences poor transmission or is cut-off during the call, or

The Customer is given an incorrect telephone number. To obtain such a credit, the Customer must notify its Customer Service representative.

**3.7 Operator Assistance**

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

**3.8 Directory Listing**

3.8.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

3.8.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listings of the identifications of the Customer's is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.8.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential

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position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of rules with respect thereto.

- 3.8.4 Each listing must be designated Residence, Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 3.8.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.8.6 Directory listings are provided in connection with each Customer service as specified herein.

Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.

Additional Listing: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

Non-published Listing: Listings that are not printed in directories nor available from Directory Assistance. A Non-published Telephone Service will be furnished, at the customers request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.

Non-listed Numbers: A Non-listed number will be furnished at the Customers request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

### **3.9 Emergency Services (Enhanced 911)**

Allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customers address and telephone information will be provided to the primary E911 Provider to the primary E911 provider for display at the Public Service Answering Point (PSAP).

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**3.10 Telecommunications Relay Service (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

**3.11 Promotional Offering**

The Company may offer existing services on a promotional basis, subject to Public Service Commission of South Carolina approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering will be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Public Service Commission of South Carolina approval.

**3.12 Individual Case Basis (ICB) Arrangements**

The Company may furnish a facility and/or service at a rate or charge different from those specified in this tariff. Charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated subscribers on a nondiscriminatory basis and will be provided subject to any applicable Public Service Commission of South Carolina rules. ICB rates will be specified in a contract between the Company and the Customer pursuant to Public Service Commission of South Carolina rules.

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**SECTION 4 – RATES AND CHARGES****4.1 General**

Monthly recurring charges will be billed in advance. For partial month's service, the Customer will be charged for the portion of the month in which service was provided based on the number of days in which the service was installed and operational divided by the 30.

**4.2 Rates for Local Basic Residential Exchange Line Services**

Basic residential exchange service is \$20.00 per month. Installation fee equal to one month's service applies for activation of new service.

Optional features outlined in Section 3.2.1 are \$3.00 per feature per month, except for Caller ID which is \$5.00 per month. Installation fee equal to one month's service applies for activation of new service.

**4.3 Rates for Local Residential Packages**

4.3.1 Residential Local Advantage is \$22.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.3.2 Residential Regional Advantage is \$22.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.3.3 Residential National Advantage is \$22.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

**4.4 Rates for Basic Business Exchange Lines**

Basic business exchange service is \$28.00 per month. Installation fee equal to one month's service applies for activation of new service.

Optional features outlined in Section 3.2.1 are \$4.00 per feature per month, except for Caller ID which is \$6.00 per month. Installation fee equal to one month's service applies for activation of new service.

**4.5 Rates for Local Business Packages**

4.5.1 Business Local Advantage is \$28.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.5.2 Business Regional Advantage is \$28.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.5.3 Business National Advantage is \$28.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

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**4.6     Rates for Directory Assistance Calls**

Customers will be charged \$.50 per Local Directory Assistance call.

**4.7     Rates for Operator Assistance Calls**

In addition to any applicable usage charges, the following operator-assisted charges will apply:

Person-to-Person            \$ 4.00 per call

Station-to-Station         \$ 2.00 per call

**4.8     Rates for Directory Listings**

4.8.1    Primary listings are free of charge.

4.8.2    Additional listings are \$1.50 for residential lines and \$2.50 for business lines.

4.8.3    Non-published listings are \$1.50 per line, residence and business.

4.8.4    Non-listed numbers are \$1.50 per line, residence and business.

**4.9     Rates for Dedicated Leased Line Service**

4.9.1    Monthly recurring rates are outlined below. Installation fee equal to one month's service applies for activation of new service.

<u>Speed</u>	<u>Monthly Port Cost</u>	<u>Monthly Mileage Cost</u>
Fractional DS-1	\$120.00	\$1.25
DS-1	\$130.00	\$1.25
DS-3	\$2,000.00	\$12.00

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## **SECTION 5 – PROMOTIONS**

### **5.1 General**

From time to time, Big River may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Public Service Commission of South Carolina.

Big River will provide written notice to the Public Service Commission of South Carolina no less than ten (10) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered.

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Big River Telephone Company, LLC

Effective:

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

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In the Matter of the Application of Big River	)
Telephone Company, LLC for a Certificate of	)
Public Convenience and Necessity to Provide	)
Resold and Facilities-Based Local Exchange,	)
Access, and Interexchange Telecommunications	)
Services in the State of South Carolina and for	)
Flexible And Alternative Regulation	)

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**EXHIBIT 6**

Interexchange Tariff

**TITLE PAGE**

**INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
OF  
BIG RIVER TELEPHONE COMPANY, LLC**

This tariff applies to the resold and facilities-based intrastate interexchange telecommunications services furnished by Big River Telephone Company, LLC (“Big River” or “Company”) between one or more points in the State of South Carolina. This tariff applies to residential and business customers. This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours, at the Company’s sales agent. This tariff complies with Public Service Commission of South Carolina rules and South Carolina statutes applicable to the Company.

**BIG RIVER TELEPHONE COMPANY, LLC  
24 S. Minnesota Ave.  
Cape Girardeau, Missouri, 63703**

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Big River Telephone Company, LLC

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Effective:

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**TARIFF FORMAT SHEET**

1. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. **Page Revisions Numbers.** Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of South Carolina. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
3. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 1.
  - 1.1.
  - 1.1.1.
  - 1.1.1.A.
  - 1.1.1.A.1.
  - 1.1.1.A.1.(a)
  - 1.1.1.A.1.(a)(I)
  - 1.1.1.A.1.(a)(I)(i)
  - 1.1.1.A.1.(a)(I)(i)(1)
4. **Check List of Effective Pages.** When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.
5. **Symbols Used in This Tariff.**
  - (AT) To signify addition to text.
  - (C) To signify a correction.
  - (CP) To signify a change in practice.
  - (CR) To signify a change in rate.
  - (CT) To signify a change in text.
  - (DR) To signify a discontinued rate.
  - (FC) To signify a change in format lettering or numbering.
  - (MT) To signify moved text.
  - (NR) To signify new rate.
  - (RT) To signify removal of text.

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Kevin B. Cantwell, President  
Big River Telephone Company, LLC



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**SECTION 1 - DEFINITIONS**

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Alternative Local Exchange Carrier ("ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Application for Service - The Big River order process that includes technical, billing and other descriptive information provided by the Customer that allows Big River to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Big River, the Application for Service becomes a binding contract between the Customer and Big River for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access Big River's network and enables Big River to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

BTN: Billed Telephone Number, may consist of one or more WTNs.

Business Hours - The phrase "business hours" means the time after 8:15 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of a call (*i.e.*, the calling number).

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**SECTION 1 – DEFINITIONS (cont'd)**

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means Big River Telephone Company, LLC.

Central Office - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Commission - Public Service Commission of South Carolina ("PSSC").

Company - The term "Company" means Big River Telephone Company, LLC.

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See "End User".

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using Big River's service located at the originating location.

Day - The term "day" means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator or the customer's central answering point.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

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Kevin B. Cantwell, President  
Big River Telephone Company, LLC

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**SECTION 1 – DEFINITIONS (cont'd)**

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

End User - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company's price list regulations. See "Customer".

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Big River Services.

FCC - Federal Communications Commission.

Holiday - The term "holiday" means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Hunting: The ability to route a call to an idle station line in a prearranged group when the called station line is busy.

Incumbent Local Exchange Carrier ("ILEC") or Local Exchange Carrier ("LEC") - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (*i.e.*, busy, no answer, etc.).

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in *United States v. Western Electric Co., Inc.*, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

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**SECTION 1 – DEFINITIONS (cont'd)**

Local Exchange Service - is an arrangement which connects the End User's location to the LEC's network switching center, thereby allowing End User to transmit and receive local calls within the End User's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC's State Tariffs.

Location - A physical premise to or from which Big River provides Service.

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multiline: An individual flat rate exchange service furnished by means of two or more exchange lines terminating in apparatus which facilities pick-up by associated stations. Multiline rates do not apply where the PBX trunk rate applies or to Centrex Service.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 8:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA - An area code, otherwise called numbering plan area.

Other Common Carrier - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

PBX: Private Branch Exchange

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

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**SECTION 1 – DEFINITIONS (cont’d)**

Regular Billing - A standard bill sent in the normal monthly Big River billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase “residential service” means telecommunication services used primarily as nonbusiness service.

Residential Customer – A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order, or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from the Customer, the Service Commencement Date will be the first date on which the service or facility is used by the Customer or its End User Customers.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services - Big River’s regulated common carrier communications services provided under this Tariff.

Subscriber - The term “Customer” is synonymous with the term “subscriber”.

Switch - The term “switch” denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Customer’s account made on or before the due date.

Underlying Carrier - A provider of interstate and/or intrastate interexchange telecommunications services from whom Big River acquires services that it resells to Customers.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

WTN – Working Telephone Number.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points in the state of South Carolina. The Company may offer these services over its own or resold facilities

Subscribers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own Subscribers.

The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities as required in the Authority's rules and orders, when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company network. The Subscriber shall be responsible for all charges due for such service arrangements.

**2.2 Terms and Conditions**

- 2.2.1 Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.2.2 Subscribers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Subscribers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Subscriber of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.2.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.2.5 This tariff shall be interpreted and governed by the laws of the State of South Carolina regardless of its choice of laws provision.
- 2.2.6 Alltel, Qwest, Sprint, or any other ILEC and their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from

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the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

- 2.2.7 To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Subscribers. At the reasonable request of either party, the Company and the other telephone company shall cooperate with the owner of the property to allow access for the other party to serve a person or entity.

## 2.3 Notices and Communications

- 2.3.1 The Subscriber shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Subscriber may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.3.2 The Company shall designate on the Service Order an address to which the Subscriber shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Subscriber shall mail payment on that bill.
- 2.3.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.3.4 The Company or the Subscriber shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## 2.4 Limitations

- 2.4.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.4.2 The Company reserves the right to discontinue or limit services when necessitated by conditions beyond its control, or when the Subscriber is using service in violation of provisions of this tariff, or in violation of the law.

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- 2.4.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.5 **Assignments and Transfers**

- 2.5.1 The Company directly controls all facilities provided under this tariff and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the services or facilities.
- 2.5.2 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.6 **Prohibited Uses**

- 2.6.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Subscriber has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.6.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, regulations, policies, orders, and decisions of the Public Service Commission of South Carolina.
- 2.6.3 The Company may require a Subscriber to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.7 **Liability of the Company**

- 2.7.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.25. The extension of such allowances for interruption shall be the sole remedy of the Subscriber and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Subscriber as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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- 2.7.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.7.3 The Company shall not be liable for any act(s) or omission(s) of another entity furnishing to the Company or to the Company's Subscriber's facilities or equipment used for or with the services the Company offers.
- 2.7.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Subscriber or due to the failure or malfunction of Subscriber-provided equipment or facilities.
- 2.7.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Subscriber indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Subscriber to sign an agreement, acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.7.6 The Company is not liable for any defacement of or damage to Subscriber premises result' from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.7.7 The Company shall be indemnified, defended and held harmless by the Subscriber against any claim, loss or damage arising from Subscriber's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Subscriber's own communications.

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- 2.7.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Subscriber for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.7.9 BIG RIVER MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF NONINFRTNGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT DAMAGES ARISING HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES AND IN NO EVENT SHALL BIG RIVER BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND INCLUDING INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGES.
- 2.8 **Obligations of the Subscriber**
- The Subscriber shall be responsible for:
- 2.8.1 payment of all applicable charges pursuant to this tariff;
- 2.8.2 damage to or loss of the Company's facilities or equipment caused by the acts ,or omissions of the Subscriber; or the noncompliance by the Subscriber, with these regulations, or by fire or theft or other casualty on the Subscriber Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.8.3 reimbursing Big River for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors;
- 2.8.4 charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Big River specifically authorizes said visit or repairs in advance of the occurrence and Big River agrees in advance to accept the liability for said repairs or visit;
- 2.8.5 payment for all Big River service charges incurred through usage or direct action on the part of the Customer.
- 2.9 **Interruption of Service**
- 2.9.1 Credit allowance for the interruption of service that is not due to Big River's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Big River immediately of any interruption in

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service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Big River's facilities.

An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and
2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.

2.9.2 For purposes of credit computation, every month shall be considered to have 720 hours.

2.9.3 The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

where "A" - outage time in hours

"B" - total monthly charge for affected facility

2.9.4 If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

## 2.10 **Restoration of Service**

The use and restoration of service shall be in accordance with the rules of the Commission.

## 2.11 **Disconnection of Service by Customer**

2.11.1 By giving notice, Customer may disconnect service at any time following its minimum service requirement(s). The recurring monthly service charge, plus associated taxes, shall be pro-rated for the actual number of days in which service has been provided, with the non-used portion being refunded to the Customer.

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**2.12 Cancellation for Cause**

- 2.12.1 The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:
- A. Nonpayment of a delinquent bill for non-disputed regulated telecommunications services within the period;
  - B. Failure to make a required security deposit;
  - C. Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the Company filed with and approved by the Commission;
  - C. Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
  - D. Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission.
  - E. Use of telephone service in such manner as to interfere with reasonable service to other end users.
- 2.12.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- 2.12.3 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.
- 2.12.4 Service shall not be disconnected unless written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.

**2.13 Notice and Communication**

- 2.13.1 The Customer shall designate on the Application for Service an address to which Big River shall mail or deliver all notices and other communications, except that Big River may also designate a separate address to which Big River's bills for service shall be mailed.
- 2.13.2 Big River shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Big River may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.14 Taxes, Surcharges and Utility Fees**

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges

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or fees, universal service contributions) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Big River by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

#### 2.15 **Customer Billing Inquiries**

Any customer who has a question regarding his/her telephone bill may contact Big River toll free at (800) 455-1608.

##### Filing a complaint with the Public Service Commission of South Carolina:

- ▶ If Big River cannot resolve your complaint, you may call the Public Service Commission of South Carolina, located at 101 Executive Center Dr., Suite 100, Columbia, SC 29210, or call (800) 922-1531 between the hours of 8:30 AM to 5:00 PM to file an informal complaint.
- ▶ You may file an informal complaint in writing with the Public Service Commission of South Carolina on the Commission's website at <http://www.psc.sc.gov/forms/Online%20Complaint%20Form.pdf>.

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**SECTION 3 – DESCRIPTION OF SERVICES****3.1     General**

The Company provides intrastate interexchange services, including direct-dialed message telecommunications services and 800/888/877/866 service to residential and business customers. Each service is offered independently of the other and is offered via Big River's facilities, conventional network elements purchased from other local or inter-exchange carriers, or via resale of facilities of other local or inter-exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. Calls are rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven (7) days a week.

Residential and Business Services: Customers may subscribe to services based on the type of customer they are. Residential services and features are for the use of Residential Customers and Business services and features are for the use of Business Customers. Due to the varying usage and cost characteristics of each type of service, customers are restricted to subscribing to services specifically for their customer class.

**3.2     Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1   Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2   Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3   Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4   Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5   All times refer to local times at the Customer's Location.
- 3.2.6   Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.
- 3.2.7   Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).
- 3.2.8   Each call is rated and billed in whole cents. Any rated call with a fraction of a cent less than \$0.004 will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent \$0.005 or greater will be rounded up to the nearest whole cent.

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**SECTION 3 – DESCRIPTION OF SERVICES (cont'd)****3.3 Product Descriptions****3.3.1 Switched Outbound (1+) Service**

Switched Outbound Service provides Big River customers with the ability to originate calls from a Big River-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges outside the customer's local calling area. This service is available on a switched basis only.

This service is available to Local Exchange Telecommunications Services customers of Big River, as well as other Local Exchange Providers, who presubscribe to the Company for long distance Service.

**3.3.2 Toll Free Service (8XX)**

Toll Free Service is an inbound-only service that allows callers located anywhere in the State of South Carolina to place Toll Free Calls to Customers by dialing an assigned telephone number with an 8XX area code. The Company provides Switched Toll Free Service only. Calls may be terminated either to the Customer's local exchange telephone service or dedicated access line.

**3.3.3 Post-Paid Calling Card (Travel Card) Services**

Post-Paid Calling Card Service enables Customers to make Calls through the use of a long distance calling card to points throughout the State of South Carolina. Charges incurred are billed to the Customer's account. Access to the network is available through a 1-800 number or through a local telephone number. The caller will then be prompted to dial the telephone number associated with the called station and an authorization code in order to complete the call.

**3.3.4 Directory Assistance**

Directory Assistance ("DA") is a Service that provides Customers with access to telephone number information. Access is obtained by direct dialing 1 + (Area Code) 555-1212 or 1-411.

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**SECTION 3 – DESCRIPTION OF SERVICES (cont'd)****3.3 Product Descriptions (cont'd)****3.3.5 Operator Services**

Operator Services involve assisting Customers with the placement of telephone calls, including collect calls, calling cards, credit card calls, person-to-person calls, third party calls, and other related operator services as well as the obtaining of related information. The Company provides this service for local and intraLATA calls. All other operator assisted calls will be routed to the Company's underlying carrier.

**3.3.6 Timeless Talk Plan**

3.3.6.A Timeless Talk Plan services are outbound only services provided to residential customers with a single BTN. Multiple BTN aggregation is not available with these services. Customers or end users can access the Company's long distance service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line. Timeless Talk Plan Service is available to new and existing residential customers that:

- 3.3.6.A.1 use Switched Access to reach the long distance network;
- 3.3.6.A.2 subscribe to and maintain the required services, products, and/or features described in Section 3.3.6.D of this Tariff for the rate option selected by the Customer,
- 3.3.6.A.3 subscribe to and maintain Timeless Talk Plan service for the provision of intrastate IntraLATA Service, intrastate InterLATA Service and interstate service (this Service is not available for intrastate Service on a stand-alone basis),
- 3.3.6.A.4 demonstrate to the satisfaction of the Company at the time of subscribing to the Service and associated rate plan that the Residential Customer also subscribe to the required products, services, and/or features described in Section 3.3.6.D of this Tariff.
- 3.3.6.A.5 provide the Company the same billing name and address for all services required to subscribe to the Timeless Talk Plan; and
- 3.3.6.A.6 limit the use of Service to that which is of a standard, domestic, residential nature (see Section 3.3.6.C of this Tariff); and
- 3.3.6.A.7 request to be provisioned under this Service.

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**SECTION 3 – DESCRIPTION OF SERVICES (cont'd)****3.3     Product Descriptions (cont'd)**

3.3.6.B     Customers who cancel or discontinue the Company's Service or any of the required products, services or features as described in Section 3.3.6.A.3 of this Tariff or whose Service is refused, cancelled or discontinued by the Company shall forfeit eligibility for rates under this Service. Customers continuing to presubscribe to the Company will be moved to Switched Outbound and the rates described in Section 4.1.1 will apply unless the Customer elects an alternative Service.

3.3.6.C     If the Customer uses this Service for non-standard residential or non residential purposes, including but not limited to commercial or broadcast facsimile, resale, telemarketing, internet or other data connections and autodialing, the Company may immediately suspend, restrict or cancel the Customer's Service. As a result of non-standard or nonresidential use of Service, the Company may move the Customer to Switched Outbound and the rates described in Section 4.1.1 of this Tariff will apply to such use.

3.3.6.D     Rate Options

The Customer may choose from the following rate options:

3.3.6.D.1     Timeless Talk

For a monthly recurring charge, the Customer receives unlimited intrastate and interstate one plus (1+) Direct-Dialed minutes of use. Intrastate Timeless Talk is provided in conjunction with interstate Timeless Talk and is available only to Customers who subscribe to the interstate service provided in the Company's Interstate Price Guide which can be found at [www.bigrivertelephone.com](http://www.bigrivertelephone.com).

Intrastate Timeless Talk is not available on a standalone basis.

3.3.6.D.2     Reserved for future use

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**SECTION 3 – DESCRIPTION OF SERVICES (cont'd)****3.3 Product Descriptions (cont'd)****3.3.6.D.3 Timeless Talk Plus**

For a monthly recurring charge, the Customer receives unlimited intrastate and interstate one plus (1+) Direct Dialed minutes of use. Intrastate Timeless Talk is provided in conjunction with interstate Timeless Talk and is available only to Customers who subscribe to the interstate service provided in the Company's Interstate Price Guide which can be found at [www.bigrivertelephone.com](http://www.bigrivertelephone.com).

Intrastate Timeless Talk Plus is not available on a stand-alone basis.

**3.3.7 Long Distance Time Packs**

Long Distance Time Packs are optional outbound only services provided to residential customers. Customers or end users can access the Company's long distance service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line for outbound access. All calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of thirty (30) seconds. This optional pricing plan is established at the BTN level.

Long Distance Time Packs service is available to new and existing residential customers that:

- use Switched Access to reach the long distance network;
- subscribe to and maintain a Residential Local Advantage line as outlined in Section 3.3.1 of Big River Telephone Company's Tariff No. 1,
- subscribe to and maintain this plan for the provision of intrastate IntraLATA Service, intrastate InterLATA Service and interstate service (this Service is not available for intrastate Service on a stand-alone basis),
- demonstrate to the satisfaction of the Company at the time of subscribing to the Service and associated rate plan that the Customer also subscribe to the required products, services, and/or features described herein.
- provide the Company the same billing name and address for all services required to subscribe Long Distance Time Packs; and
- request to be provisioned under this Service.

For a specified monthly recurring charge, the Customer receives a specific amount (block) of time for placing (1) one plus (1+) Direct-Dialed outbound calls that originate from a line presubscribed to the Company. All usage in excess of the selected block of time will be billed at a fixed rate per minute. See Section 4.7 of this Tariff for the number of aggregate intrastate and interstate InterLata minutes allowed and the standard overage rate per minute after the block of time has been used. Any minutes not used in a

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billing cycle will not be carried over to the next billing cycle. No credits will be given for any unused minutes.

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## SECTION 4 – RATES AND CHARGES

### 4.1 Switched Outbound (1+)

- 4.1.1 For all customers who choose Big River as their presubscribed intraLATA toll and interLATA long distance provider. Based on minimum monthly usage and contractual term commitments, the following rates apply:

		Residential Customers Rates Per Minute			
		Contractual Commitment			
		Monthly	1 Yr	2 Yr	3 Yr
Monthly Minutes of Use	0-300	0.080	0.070	0.067	0.062
	300-500	0.075	0.067	0.064	0.061
	Over 500	0.070	0.065	0.062	0.059

		Business Customers Rates Per Minute			
		Contractual Commitment			
		Monthly	1 Yr	2 Yr	3 Yr
Monthly Minutes of Use	0-500	0.078	0.068	0.067	0.062
	500-1000	0.073	0.066	0.063	0.060
	Over 1000	0.070	0.063	0.061	0.059

- 4.1.2 For customers who do not choose Big River as both their intraLATA toll and interLATA presubscribed long distance provider.

Rate per Minute

IntraLATA Toll Calls	\$0.15 per minute where Big River is the carrier
InterLATA Long Distance Calls	\$0.10 per minute where Big River is the carrier

- 4.1.3 The duration of each call is rounded up to the nearest six second increment, after a minimum of 30 seconds per call.

### 4.2 Toll Free Service (8XX)

- 4.2.1 Based on minimum monthly usage and contractual term commitments, the following rates apply:

		Residential Customers Rates Per Minute			
		Contractual Commitment			
		Monthly	1 Yr	2 Yr	3 Yr
Monthly Minutes of Use	All	0.100	0.080	0.070	0.065

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**SECTION 4 – RATES AND CHARGES (cont'd)****4.2 Toll Free Service (8XX) (cont'd)**

		<b>Business Customers Rates Per Minute</b>			
		<b>Contractual Commitment</b>			
		<b>Monthly</b>	<b>1 Yr</b>	<b>2 Yr</b>	<b>3 Yr</b>
<b>Monthly Minutes of Use</b>	<b>0-500</b>	0.090	0.075	0.067	0.062
	<b>500-1000</b>	0.073	0.066	0.063	0.060
	<b>Over 1000</b>	0.070	0.063	0.061	0.059

4.2.2 A \$0.40 per call surcharge will apply to all calls placed from a payphone.

4.2.3 The duration of each call is rounded up to the nearest six second increment, after a minimum of 30 seconds per call.

**4.3 Post-Paid Calling Card Services**

4.3.1 The rate per minute is \$0.15. For those customers that subscribe to the Company's Switched Outbound service, Post-Paid Calling Card Services calls will be rated at their Switched Outbound rate, except for calls back to the customer's home exchange, which will be rated at \$0.15 per minute.

4.3.2 A \$0.40 per call surcharge will apply to all calls placed from a payphone.

4.3.3 A \$0.40 per call surcharge will apply to calls made to the Company's 800 access number. No such surcharge applies made to the local access number.

4.3.4 The duration of each call is rounded up to the nearest six second increment, after a minimum of 30 seconds per call.

**4.4 Directory Assistance**

4.4.1 InterLATA Directory Assistance calls, other than calls placed to 8XX toll free DA:

Per call rate: \$ 1.00

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**SECTION 4 – RATES AND CHARGES (cont'd)****4.4 Directory Assistance (cont'd)****4.4.2 IntraLATA Directory Assistance**

Direct Dialed	\$ 0.75 per call
Via Operator	\$ 0.75 per call

Fully-Automated	
Sent-Paid	\$ 0.00 per call
Collect, Bill to 3rd Number	\$ 2.50 per call

Semi-Automated	
Sent-Paid	\$ 2.00 per call
Collect, Bill to 3rd Numbers	\$ 2.50 per call
Person-to-Person	\$ 4.00 per call

**4.4.3 Calls placed to 800/888 toll free DA**

Calls placed to 800/888 toll free DA are provided at no charge to the Customer.

**4.5 Operator Services**

4.5.1 All usage associated with operator assisted calls will be charged the per minute rates as stated in Section 4.1.

4.5.2 In addition to applicable usage charges, the following operator-assisted charges will apply:

Person-to-Person	
IntraLATA	\$ 4.00 per call

Station-to-Station	
IntraLATA	\$ 2.00 per call

The term “Local” is meant to mean a call placed to a point within the customer’s local calling area.

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**SECTION 4 – RATES AND CHARGES (cont'd)**

**4.6     Timeless Talk Plan**

4.6.1    Timeless Talk

The monthly recurring charge is \$16.00 for unlimited interstate and intrastate MOU as defined in Section 3.3.6.D.1 of this Tariff.

4.6.2    Reserved for future use.

4.6.3    Timeless Talk Plus

The monthly recurring charge is \$16.00 for unlimited interstate and intrastate MOU as defined in Section 3.3.6.D.3 of this Tariff.

**4.7     Long Distance Time Packs**

Rates for the various Long Distance Time Pack Plans are listed below.

	<b>Allotted Minutes per Month<sup>1</sup></b>	<b>Monthly Fee</b>	<b>Per Minute Rate On Overage</b>
<b>60 Pack</b>	60	\$3.00	0.06
<b>180 Pack</b>	180	\$6.00	0.06
<b>480 Pack</b>	480	\$10.00	0.06
<b>960 Pack</b>	960	\$15.00	0.06

<sup>1</sup> The aggregate number of intrastate and interstate InterLata minutes.

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## **SECTION 5 – PROMOTIONS**

### **5.1 General**

From time to time, Big River may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Public Service Commission of South Carolina.

Big River will provide written notice to the Commission no less than ten (10) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered.

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**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

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In the Matter of the Application of Big River	)
Telephone Company, LLC for a Certificate of	)
Public Convenience and Necessity to Provide	)
Resold and Facilities-Based Local Exchange,	)
Access, and Interexchange Telecommunications	)
Services in the State of South Carolina and for	)
Flexible And Alternative Regulation	)

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**Exhibit 6**

Access Tariff

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ACCESS SERVICES TARIFF

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**TITLE PAGE**

**ACCESS SERVICES TARIFF**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access services provided by Big River Telephone Company, LLC ("Big River") within the State of South Carolina . This tariff is on file with the Public Service Commission of South Carolina . Copies may be inspected during normal business hours at the Company's principal place of business at 24 S. Minnesota Ave, Cape Girardeau, Missouri 63703.

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ACCESS SERVICES TARIFF

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**ACCESS SERVICES TARIFF**

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**CHECK SHEET**

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
1	Original	22	Original
2	Original	23	Original
3	Original	24	Original
4	Original	25	Original
5	Original	26	Original
6	Original	27	Original
7	Original	28	Original
8	Original	29	Original
9	Original	30	Original
10	Original	31	Original
11	Original	32	Original
12	Original	33	Original
13	Original	34	Original
14	Original	35	Original
15	Original	36	Original
16	Original	37	Original
17	Original	38	Original
18	Original	39	Original
19	Original	40	Original
20	Original	41	Original
21	Original		

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ACCESS SERVICES TARIFF

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**TARIFF FORMAT SHEET**

1. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. **Page Revisions Numbers.** Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of South Carolina . For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect.
3. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 1.
  - 1.1.
  - 1.1.1.
  - 1.1.1.A.
  - 1.1.1.A.1.
  - 1.1.A.1.(a)
  - 1.1.1.A.1.(a)(I)
  - 1.1.1.A.1.(a)(I)(i)
  - 1.1.1.A.1.(a)(I)(i)(1)
4. **Check List of Effective Pages.** When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.
5. **Symbols Used in This Tariff.**
  - (AT) To signify addition to text.
  - (C) To signify a correction.
  - (CP) To signify a change in practice.
  - (CR) To signify a change in rate.
  - (CT) To signify a change in Text.
  - (DR) To signify a discontinued rate.
  - (FC) To signify a change in format lettering or numbering.
  - (MT) To signify moved text.

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**ACCESS SERVICES TARIFF**

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request: The written request for access service executed by the Customer and the Company in the format devised by the Company. The signing of an Access Service Request by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Any use of the Company's access service at any time without an executed Access Service Request is subject to the obligations, rates and charges as set forth in this Tariff (the Company may request such a Customer to submit an Access Service Request).

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Public Service Commission of South Carolina .

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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## ACCESS SERVICES TARIFF

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Company: Big River Telephone Company, LLC, issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (ie., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service or interconnected Voice Over IP service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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**ACCESS SERVICES TARIFF**

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Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

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**ACCESS SERVICES TARIFF**

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Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Big River Telephone Company****2.1.1 Scope**

Big River's services offered pursuant to this Tariff are furnished for Switched Access Service. Big River may offer these services over its own or resold facilities. Big River installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Big River may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Big River network. The Customer shall be responsible for all charges due for such service agreement.

**2.1.2 Shortage of Equipment or Facilities**

2.1.2.A The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.B The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

2.1.2.C The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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**ACCESS SERVICES TARIFF**

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**2.1.3 Terms and Conditions**

- 2.1.3.A The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. The Customer remains liable for all obligations under this Tariff and the Company shall have no liability to any person or entity other than the Customer.
- 2.1.3.B Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.C Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- 2.1.3.D The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.E below.
- 2.1.3.E The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.1.3.F The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices is prohibited.

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**ACCESS SERVICES TARIFF**

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**2.1.4 Liability of the Company**

2.1.4.A THE LIABILITY OF THE COMPANY FOR DAMAGES ARISING OUT OF THE FURNISHING OF ITS SERVICES, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OTHER DEFECTS, OR REPRESENTATIONS BY THE COMPANY, OR USE OF THESE SERVICES OR DAMAGES ARISING OUT OF THE FAILURE TO FURNISH THE SERVICE WHETHER CAUSED BY ACT OR OMISSION, SHALL BE LIMITED TO THE EXTENSION OF ALLOWANCES FOR INTERRUPTION AS SET FORTH IN 2.6 BELOW. THE EXTENSION OF SUCH ALLOWANCES FOR INTERRUPTION SHALL BE THE SOLE REMEDY OF THE CUSTOMER AND THE SOLE LIABILITY OF THE COMPANY. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND TO CUSTOMER AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT OR FACILITIES, OR THE ACTS OR OMISSIONS OR NEGLIGENCE OF THE COMPANY'S EMPLOYEES OR AGENTS.

2.1.4.B With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

2.1.4.C The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government entity including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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ACCESS SERVICES TARIFF

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- 2.1.4.D The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- 2.1.4.E The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.F The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- 2.1.4.G The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- 2.1.4.H Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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- 2.1.4.I The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.
- 2.1.4.J The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.K The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.L The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer provided systems, equipment, facilities or service which are interconnected with Company services.
- 2.1.4.M The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and End User shall indemnify and hold the Company harmless from any and all loss, claims; demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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2.1.4.N The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, bandwidth, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is, applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**2.1.6 Provisions of Equipment and Facilities**

- 2.1.6.A The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.B The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.C The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.D Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.E The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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- 2.1.6.F The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
- 2.1.6.F.1 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2.1.6.F.2 the reception of signals by Customer-provided equipment; or
  - 2.1.6.F.3 network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- 2.1.6.G The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- 2.1.6.H The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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**2.1.8 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 2.1.8.A where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.1.8.B of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.C where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.D where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.1.8.E where installation is on an expedited basis;
- 2.1.8.F on a temporary basis until permanent facilities are available;
- 2.1.8.G installation involving abnormal costs; or
- 2.1.8.H in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.3 Obligations of the Customer****2.3.1 The Customer shall be responsible for:**

- 2.3.1.A the payment of all applicable charges pursuant to this tariff;
- 2.3.1.B reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer, Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- 2.3.1.C providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- 2.3.1.D obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line of the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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- 2.3.1.E providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 2.3.1.F complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- 2.3.1.G not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- 2.3.2.A any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- 2.3.2.B any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

**2.3.3.A Originating Access:** Originating access minutes are only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

**2.3.3.B Terminating Access:** For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

**2.3.3.C** Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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2.3.3.D Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past-three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3.A and 2.3.3.B above.

2.3.3.E Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

## **2.4 Customer Equipment and Channels**

### **2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

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### 2.4.2 Station Equipment

- 2.4.2.A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

- 2.4.2.B The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

### 2.4.3 Interconnection of Facilities

- 2.4.3.A Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.B Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

### 2.4.4 Inspections

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- 2.4.4.A Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

**2.5.1.A Taxes**

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

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### 2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 20 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due.

Big River will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 45 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

In the event the Company incurs fees and expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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### 2.5.3 Refusal and Discontinuance of Service

The Discontinuance of Service by the company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for service(s) furnished up to the time of discontinuance.

The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

- 2.5.3.A Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- 2.5.3.B Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.3.C Upon condemnation of any material portion of the facilities used by the Company to provide service, to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair the Company by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.3.D Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.
- 2.5.3.E Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- 2.5.3.F The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:

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- 2.5.3.F.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
- 2.5.3.F.1.a The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
- 2.5.3.F.1.b The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
- 2.5.3.F.1.c The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
- 2.5.3.F.1.d The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

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2.5.3.F.1.e The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

2.5.3.F.1.e.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

2.5.3.F.1.e.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

2.5.3.F.1.e.3 By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or

2.5.3.F.1.e.4 Continuing to have Company End Users presubscribed to the Customer; or

2.5.3.F.1.e.5 Any other fraudulent means or devices.

2.5.3.F.2 Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

2.5.3.F.3 Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

2.5.3.F.4 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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2.5.3.G In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case by case basis.

**2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Big River. A Service Outage ends when the affected circuit and/or associated Big River equipment is fully operational in accordance with the technical specifications.

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Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Big River is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by Big River from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

### 2.6.1 Limitations on Allowances

No credit allowance will be made for:

- 2.6.1.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- 2.6.1.B interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- 2.6.1.C interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.1.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.1.E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.1.F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.1.G interruption of service due to circumstances or causes beyond the control of the Company.

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**2.7 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties without notice (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**2.8 Notices and Communications**

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the US. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing by following the procedures for giving notice set forth herein.

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**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE****3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

**3.1.1 Ordering Conditions**

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

**3.1.2 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

3.1.2.A The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

3.1.2.A.1 A change in the identity of the Customer of record; or

3.1.2.A.2 A move by the Customer to a different building.

3.1.2.B When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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**3.2 Miscellaneous Charges**

Per Service Order	\$81.00
Customer Requested Due Date Change <sup>1,2</sup>	\$50 per request
Customer Requested Expedite	\$250, per location, per order
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$250 per order
Design or Engineering Changes	ICB
Additional Labor Charges	ICB

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<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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**SECTION 4 - SWITCHED ACCESS SERVICE****4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an End User which is served by the Company's local network.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

**4.2 Provision and Description of Switched Access Service Arrangements****4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In-Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trunking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

**4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

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### 4.2.3 Call Types

The following Switched Access Service call types are available:

- 4.2.3.A     Originating FG Access
- 4.2.3.B     Originating 800 FG Access
- 4.2.3.C     Terminating FG Access

### 4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

### 4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

### 4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

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**4.3 Reports and Testing**

- 4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided horn the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.
- 4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, DC continuity, operational signaling and/or Framing Line-Coding, Bit Errors, Frame Errors, Slips, CRC Errors, Signal Frequency.

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**SECTION 5 - SWITCHED ACCESS RATES**

**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated and billed over a monthly period.

**5.2 Rate Categories**

5.2.1 There are several rate categories which apply to Switched Access Service:

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### Carrier Common Line

The Carrier Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

### End Office

The End Office cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

### Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

#### 5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

#### 5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

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**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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**5.4 Rates and Charges**5.4.1 End User Access

Rate Per Minute

Terminating Per Access Minute:	\$0.000
Originating Per Access Minute:	\$0.000

5.4.2 Local Switching

Rate Per Minute

Per Access Minute:	\$0.006979
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5.4.3 Local Transport

Rate Per Minute

Tandem Switched Facility, Per Access Minute, Per Mile:	\$0.00005
Interconnection Charge, Per Access Minute:	\$0.00041

5.4.4 Toll-Free 8XX Data Base Query

Rate Per Query

Per Query:	\$0.0045
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**SECTION 6 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS****6.1 Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts entered into with specific customers will be filed with the Public Service Commission of South Carolina.

**6.2 Individual Case Basis Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Such arrangements will be filed with the Public Service Commission of South Carolina.

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